



## City of Roanoke Invitation to Bid

Date: January 18, 2013

Bid Number: <b>13-07-07</b>		Bid Opening Date: February 1, 2013		
<b>Adult Sports Officials Services</b>		Bid Opening Time: <b>2:00 p.m.</b>		
Legal Name of Bidder (SCC Registration):				
Mailing Address:				
Terms: Net 30				
Delivery:				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
Signature:			Date:	
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011		Wendy Boggess, VCA Procurement Technician Phone: 540-853-2872 Fax: 540-853-1513 Email: wendy.boggess@roanokeva.gov	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

**No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.**

**The City reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.**

This Invitation to Bid consists of these parts:

1. All Sections of the Invitation to Bid.
2. Bid Form (Attachment A).
3. Sample Contract (Attachment B).

**CITY OF ROANOKE, VIRGINIA  
INVITATION TO BID NO. 13-07-07**

**SECTION 1. PURPOSE.**

The purpose of this Invitation to Bid (ITB) is to acquire a Sports Official Coordinator for adult team sports, not to include indoor and outdoor soccer. The Coordinator shall employ and make arrangements for the appropriate number of qualified officials per sport at games scheduled and rescheduled by the City of Roanoke's Parks and Recreation Department.

The City of Roanoke invites any qualified Bidder to respond to this ITB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

**SECTION 2. BACKGROUND.**

**NOT USED**

**SECTION 3. SERVICES AND/OR ITEMS REQUIRED.**

A description and/or listing of the services and/or items that the Successful Bidder will be required to provide to the City under this ITB are those that are set forth in Exhibit 2 of the Sample Contract attached to this ITB. Each Bidder should carefully read and review all such documents.

**SECTION 4. REQUIRED QUALIFICATIONS FOR BIDDERS.**

**NOT USED**

**SECTION 5. TERM OF CONTRACT OR TIME OF PERFORMANCE.**

- A. The term of any resultant Contract will be for one (1) year, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless renewed as set forth in such Contract.
- B. Upon the mutual agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods or any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party within 60 days of the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within 30 days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within 30 days, the request to renew shall be deemed to be rejected.
- C. All terms and conditions shall remain in force for the term of the Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the Contract. Prices for any renewal periods will be subject to the mutual agreement of both parties.

**SECTION 6. PAYMENT FOR SERVICES.**

Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Contract, subject to final approval by the City.

## **SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS.**

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, Virginia 24011, at or before 2:00 p.m., local time, on February 1, 2013, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the Bids. The ITB and related documents may be obtained during normal business hours from the Purchasing Division (540) 853-2871, from the City Vendor Self Service web site at <https://VSS.roanokeva.gov> or from the City web site at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing)... Current Bid/RFP Request.

The sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

**“Sealed Bid Number: 13-07-07**

**Opening Date: February 1, 2013 and Time: 2:00 p.m.”**

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- B. **If you download this ITB from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the ITB documents, including any addenda, before submitting a bid. The City is not responsible for any ITB obtained from any source other than the City. Contact Purchasing by phone at 540.853.2872, by fax at 540.853.1513, or by email at [wendy.bogges@roanokeva.gov](mailto:wendy.bogges@roanokeva.gov).**
- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this ITB.
- E. Bids are to be on the Form as provided with or as otherwise specified in this ITB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.

- H. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- I. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and/or service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Invoice(s) will be paid only when the items and/or services have been supplied to the City.
- K. All items, identified in this ITB, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**, unless otherwise stated in this ITB.
- L. The City reserves the right to cancel this ITB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the ITB.
- M. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this ITB, apply to this ITB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.
- N. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.**
- O. **Bid Submittals shall include:**
1. **Page 1, Invitation to Bid**
  2. **Page 9-11, The Bid Form (Booking Fee shall include all labor, material, delivery costs, overhead and profit.)**
- Failure to do so may result in the Bid being determined as non-responsive.**

Questions or concerns may be addressed by contacting Wendy Boggess at (540) 853-2872 or by email at [wendy.boggess@roanokeva.gov](mailto:wendy.boggess@roanokeva.gov).

Reply To:

**City of Roanoke Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue SW, Room 202  
Roanoke, Virginia 24011**

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this ITB.
- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this ITB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this ITB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office and also on the City's Purchasing web site at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing).
- S. The City may request additional information, clarification, or presentations from any of the Bidders after review of the Bids received.
- T. The City is not liable for any costs incurred by any Bidder in connection with this ITB or any response by any Bidder to this ITB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the City.
- U. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this ITB may be directed to Wendy Boggess, Procurement Technician, at 540-853-2872, or faxed to 540-853-1513 or by e-mail at [wendy.boggess@roanokeva.gov](mailto:wendy.boggess@roanokeva.gov).
- V. Each Bidder is required to state if it has ever been debarred, fined, had a contract terminated, or found not be a responsible bidder by any federal, state, or local government and/or private entity. If so, please give the details of each such matter and include this information with Bidder's response.
- W. Each Bidder who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder shall include in its bid response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

#### **SECTION 8. MISCELLANEOUS.**

- A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the ITB shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must

SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.

- B. All Bidders shall be solely responsible for making sure that they have the most current and complete version of this ITB and all addenda that may have been issued for this ITB and that such Bidder has examined all such documents and data. Any interpretation, correction, or change of the ITB will be made by an addendum. Interpretations, corrections or changes of this ITB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes.
- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this ITB. The City of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the City of Roanoke that it is qualified to carry out the obligations and requirements requested in this ITB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the City of Roanoke to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Bidder shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

#### **SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City, may be considered:

- A. Total extended Bid price as set forth on the Bid Form;
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous contracts or services;

- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters;
- H. The equipment and facilities available to the Bidder to perform the Contract and/or provide the services and/or items requested in the ITB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the ITB;
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the ITB; and
- K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the ITB.

#### **SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.**

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by Successful Bidder, or any of its subcontractors, under any resultant Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager.

#### **SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the City reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible Bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

#### **SECTION 12. BID AWARD.**

If an award of a Contract is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award or announcement in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

#### **SECTION 13. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

#### **SECTION 14. HOLD HARMLESS AND INDEMNITY.**

Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City property or arising in any way out of or resulting from any of the work or items to be

provided under the Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Contract.

#### **SECTION 15. PROTESTS.**

Any Bidder who wishes to protest or object to any award made or other decisions pursuant to this ITB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

#### **SECTION 16. COOPERATIVE PROCUREMENT.**

The procurement of goods and/or services provided for in this procurement is being conducted in accordance with Virginia Code Section 2.2-4304. **Therefore, the Contractor agrees that it will contract with Roanoke County, City of Salem, Town of Vinton, or any other public agency or body in the Western Virginia Area within 60 miles of the City of Roanoke who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement.** The Successful Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this procurement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

#### **SECTION 17. INFORMATION ON CONTRACT TO BE AWARDED.**

The Sample Contract marked as Attachment B to ITB No. 13-07-07 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this ITB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Attachment, and to comply with such terms and conditions. Also, such terms and conditions, together with the requirements of this ITB, shall be deemed to be a part of any resultant Contract that may be issued by the City to the Successful Bidder.

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**ATTACHMENT A**  
**To**  
**ITB # 13-07-07**  
**ADULT SPORTS OFFICIALS SERVICES**

**BID FORM**

**Adult Spring Softball**

The season shall be from April – July.

**Booking Fee per Game \$\_\_\_\_\_**

<b>League</b>	<b># of Games</b>	<b># of Officials per Game</b>	<b>Minimum # of Officials per Game</b>
Men's	371	2	2
Non-Men's	294	1	1
Total	665	-	-

**Adult Fall Softball**

The season shall be from August – November.

**Booking Fee per Game \$\_\_\_\_\_**

<b>League</b>	<b># of Games</b>	<b># of Officials per Game</b>	<b>Minimum # of Officials per Game</b>
Men's	42	2	2
Non-Men's	329	1	1
Total	371	-	-

**Adult Flag/Touch Football**

The season shall be from September – December.

**Booking Fee per Game \$\_\_\_\_\_**

<b>League</b>	<b># of Games</b>	<b># of Officials per Game</b>	<b>Minimum # of Officials per Game</b>
All Leagues – Regular Season	70	3	2
Play Offs	28	3	2
Total	98	-	-

### **Adult Basketball**

The season shall be from October – December.

**Booking Fee per Game \$\_\_\_\_\_**

<b>League</b>	<b># of Games</b>	<b># of Officials per Game</b>	<b>Minimum # of Officials per Game</b>
Regular Season	54	3	2
Total	54	-	-

The City of Roanoke reserves the right, at any time, to add and/or delete the number of games, number of officials needed per game and/or the minimum number of officials required per game.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_\_ does have \_\_\_\_ does not have a Virginia Contractor's License. (Check appropriate block)

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number \_\_\_\_\_

If Bidder has another type of Virginia License, please list the type and number:  
Type of license \_\_\_\_\_ and number: \_\_\_\_\_.

Bidder is a \_\_ resident or \_\_ nonresident of Virginia. (Check appropriate blank. See VA Code Sections 54.1-1100, et seq.)

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid Identification Number issued to such bidder by the Virginia State Corporation Commission (SCC). Furthermore, any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

A. \_\_\_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is \_\_\_\_\_.

B.\_\_\_\_\_ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is \_\_\_\_\_.

C.\_\_\_\_\_ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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Please attach additional sheets of paper if you need more space to explain why such bidder is not required to be authorized to transact business in Virginia.

The undersigned hereby agrees, if this Bid is accepted by the City, to provide the services and/or items in accordance with this Invitation for Bid and to execute a contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

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**ATTACHMENT B**  
**To**  
**ITB # 13-07-07**  
**ADULT SPORTS OFFICIALS SERVICES**

**CITY OF ROANOKE, VIRGINIA**  
**SAMPLE CONTRACT**

This Contract is dated \_\_\_\_\_, 20\_\_\_\_, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and

(legal name and address of contractor)

hereinafter referred to as the "Contractor," **{NOTE: Use one of the following if applicable.}** {a \_\_\_\_\_ **corporation.}** {an **Individual.}** {a \_\_\_\_\_ **Partnership.}** {a \_\_\_\_\_ **Limited Liability Company.}**

**WITNESSETH:**

WHEREAS, Contractor has been awarded this Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary to provide adult sports officials services and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for, construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. Fee Schedule (Exhibit 3).
4. Bid Form completed by Contractor and dated \_\_\_\_\_ (Exhibit 4) (To be provided after selection of Successful Bidder).
5. Invitation to Bid Number 13-07-07 (which is incorporated herein by reference).

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

## **SECTION 2. CONTRACT AMOUNT.**

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The City agrees to pay the Contractor the fees for services as provided in Exhibit 3 (Fee Schedule) and Exhibit 4 (Bid Form) of this Contract, both parties agree that these fees may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the fees may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contract or by law, and the City retains the right of setoff as to any amounts of money the Contractor may own the City. The total Contract amount shall not exceed \_\_\_\_\_ annually.

## **SECTION 3. TERM OF CONTRACT.**

- A. The term of this Contract will be for one (1) year, \_\_\_\_\_, 2013, through \_\_\_\_\_2014, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless renewed as set forth in such Contract.
- B. Upon the mutual agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods or any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party within 60 days of the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within 30 days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within 30 days, the request to renew shall be deemed to be rejected.
- C. All terms and conditions shall remain in force for the term of the Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the Contract. Prices for any renewal periods will be subject to the mutual agreement of both parties.

## **SECTION 4. TIME OF PERFORMANCE.**

The Contractor shall commence the Work to be performed under this Contract on **an as requested basis** established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

## **SECTION 5. PAYMENT.**

The City retains the right to setoff as to any amounts of money Contractor may owe the City. A written progress report may be requested by the City to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually

performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

#### **SECTION 6. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

#### **SECTION 7. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or the area where the work is performed or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

#### **SECTION 8. COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. Contractor further agrees that Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **SECTION 9. COMPLIANCE WITH STATE LAW, FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.**

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be

authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

#### **SECTION 10. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

#### **SECTION 11. REPORTS, RECORDS, AND AUDIT.**

Contractor agrees to maintain all books, records and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to examine, copy, and/or audit any of such materials during the term of the Contract and during such retention period, upon prior written notice to Contractor.

#### **SECTION 12. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the term of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor or others under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

#### **SECTION 13. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

#### **SECTION 14. NONWAIVER.**

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any

of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

#### **SECTION 15. CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

#### **SECTION 16. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 17. NONDISCRIMINATION.**

- A. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **SECTION 18. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and



applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **SECTION 19. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

## **SECTION 20. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

## **SECTION 21. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

## **SECTION 22. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

## **SECTION 23. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

## **SECTION 24. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

## **SECTION 25. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

## **SECTION 26. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:                      City of Roanoke  
                                    Purchasing Division  
                                    Attn: Purchasing Manager  
                                    Noel C. Taylor Municipal Building  
                                    215 Church Avenue, S.W., Room 202  
                                    Roanoke, Virginia 24011  
Facsimile:                    (540) 853-1513

If to Contractor:        \_\_\_\_\_  
                                    \_\_\_\_\_

Facsimile:                \_\_\_\_\_  
                                    \_\_\_\_\_

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending if by certified mail, return receipt requested.

## **SECTION 27. PROTECTING PERSONS AND PROPERTY.**

The Contractor expressly undertakes, both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by

its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property at the location of the Work or in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City, shall be the responsibility of the Contractor. Furthermore, any damage to concrete curbs, gutters, sidewalks, or any existing facility, whether owned by the City or others that may occur during the Work shall be repaired or replaced by the Contractor, at Contractor's sole expense, as directed by and to the satisfaction of the City.

#### **SECTION 28. WARRANTY OF MATERIAL AND WORKMANSHIP.**

The Contractor warrants that, unless otherwise specified, all material and equipment used in the Work under this Contract shall be new, in first class condition, and in accordance with this Contract. The Contractor further warrants that all workmanship shall be of the highest quality in accordance with the Contract and shall be performed by persons qualified in their respective trades. This warranty of material and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations under this Contract, or that may arise by law. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part of the Work that is found by the City to be defective or not in accordance with the terms of this Contract.

#### **SECTION 29. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.**

- A. The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).
1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
  2. Should this Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
  3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

**SECTION 30. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

**SECTION 31. CONTRACT SUBJECT TO FUNDING.**

This Contract is or may be subject to funding and/or appropriations from federal, state and/or local governments and/or agencies and/or from the Council of the City of Roanoke. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on 7 days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing for such funding.

**SECTION 32. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

(Full Legal Name of Contractor)

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

(SEAL)

CITY OF ROANOKE, VIRGINIA

WITNESS:

\_\_\_\_\_ By \_\_\_\_\_  
Name/Title Christopher P. Morrill, City Manager

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Approved as to form:

Appropriation and Funds Required  
for this Contract Certified:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Director of Finance

Approved as to Execution:

Account # \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**EXHIBIT 1  
TO  
SAMPLE CONTRACT  
FOR ADULT SPORTS OFFICIALS SERVICES  
Reference: ITB # 13-07-07**

**INSURANCE REQUIREMENTS**

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acor certificate of insurance which states in the description of operations section one of the two paragraphs below:
  - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.
  - OR
  - (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable.

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:
- (1) Commercial General Liability: \$1,000,000.00  
  
\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).  
  
\$1,000,000.00 Products/Completed Operations Aggregate Limit.  
  
\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).  
  
\$1,000,000.00 each occurrence limit
  - (2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.
  - (3) Workers' Compensation and Employer's Liability:  
  
Workers' Compensation: statutory coverage for Virginia  
  
Employer's Liability:  
  
\$100,000.00 Bodily Injury by Accident each occurrence  
  
\$500,000.00 Bodily Injury by Disease Policy Limit.  
  
\$100,000.00 Bodily Injury by Disease each employee.
  - (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
  - (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
  - (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.
- D. Proof of Insurance Coverage:
- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
- E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
- F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.
- G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

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**EXHIBIT 2  
TO  
SAMPLE CONTRACT  
FOR ADULT SPORTS OFFICIALS SERVICES  
Reference: ITB # 13-07-07**

**SCOPE OF WORK**

**The following is a description of the work, service and material to be provided by the Contractor to the City: (Note the term “Contractor” refers to “Successful Bidder” for purposes of the ITB.)**

- A. Contractor shall supply sports officials for each sport listed below. All sports may be collectively referred to in this Invitation to Bid as “Sport”.
  - 1. Adult Basketball
  - 2. Adult Fall Softball
  - 3. Adult Flag/Touch Football
  - 4. Adult Spring Softball
- B. Contractor shall employ and make arrangements for the appropriate number of officials, as indicated on Bid Form, Exhibit 4 (to be provided after award), at such games as scheduled and rescheduled by the City for each sport as specified herein. The City and not the Contractor shall schedule and reschedule games and shall be responsible for scheduling and rescheduling the use of facilities.
- C. Officials assigned by Contractor shall:
  - 1. Be at least eighteen (18) years of age.
  - 2. Appear neatly groomed and in a uniform appropriate for applicable Sport.
  - 3. Be at the appropriate site at least fifteen (15) minutes before the scheduled game time and ensure the field or floor (“facility”), and the facility equipment is in good, safe and in working condition.
  - 4. Have at least one (1) of the officials assigned by Contractor to a game to conduct a pregame conference with team coaches.
  - 5. Determine the playability of the respective facility in accordance with the applicable sport.
  - 6. Be expected to maintain acceptable order during the game in an effort to discourage unsportsmanlike conduct from parents, coaches, and participants.
- D. Contractor shall ensure that all officials used by Contractor are familiar with, abide by, and enforce the rules and bylaws of the respective sport and league pertinent to that sport which such official is assigned.
- E. Contractor shall be available to both City and assigned officials at respective game times and shall maintain open communication at all times.
- F. At any game which has been rescheduled due to there being an insufficient number of officials, Contractor shall provide a sufficient number of officials at no charge to City.

- G. Contractor shall provide a mailing address and telephone number for City to publish and use to convey complaints, concerns, or questions regarding officials employed and assigned by Contractor.
- H. Contractor shall provide City with a detailed list of assigned officials with corresponding field and/or facility.
- I. Contractor shall attend all Coaches' meetings pertinent to the sport for instruction on current rules and bylaws relating to the Sport.
- J. Contractor shall faithfully serve City and conform to high standards of fair play and good sportsmanship. Contractor agrees that it is the policy of the City to serve the public in the best possible manner and Contractor shall at all times cooperate with City in affecting the policy and maintaining the public faith. Contractor also agrees to represent the City in a professional and positive manner at all times. Contractor and assigned officials shall be compensated for services rendered, referred to in this Invitation to Bid as "Booking Fee" and "Official's Fee", respectively.
1. City shall compensate Contractor in accordance with the terms as set forth herein.
  2. City shall attempt to schedule the approximate number of games (not including cancellations due to weather) as set forth in Exhibit 4.
  3. City shall advise Contractor of the number of officials needed for each game in each league. If Contractor provides less than the number requested by the City for any game, but a sufficient number of officials to conduct the game, City shall compensate Contractor in accordance with Exhibit 3. If an insufficient number of officials appear at a game and the game is not played due to an insufficient number of officials being present, City shall not be obligated to pay the Booking Fee for any official for that game and shall not be obligated to pay the Official's Fee for any official for that game. The minimum number of officials needed for each game or match is set forth in Exhibit 4.
  4. Both parties agree that eighty percent (80%) of the Booking Fee and the Official's Fee shall be paid to Contractor upon submittal of applicable documentation and invoice to the City. The Contractor shall provide City the final submittal of documentation and invoice for the remaining twenty percent (20%) due to Contractor by the City. Payment for all invoices shall be made within thirty (30) days, to the Contractor, upon receipt of invoice and acceptance of such invoice by the City. Said percentages are a fraction of the total Booking Fee and Official's Fee anticipated at the beginning of the season for each respective Sport and it is anticipated by the parties that the final twenty percent (20%) payment will consist of a settlement of the final Booking Fee and Official's Fee due Contractor. City shall have sole and absolute discretion in determining sufficiency of documentation. Contractor shall pay each official a proportionate share of the entire Official's Fee, said proportion to be based upon the number of officials who appear and officiate at a game.
  5. A payment equal to one "single game" for each official shall be paid to the Contractor for each game which is cancelled by the Contractor due to weather or unsafe playing conditions at game time, terminated by the Contractor due to weather after the beginning of the game and before its completion or before the game is considered

official in accordance with the applicable rules of each respective Sport, or otherwise canceled or terminated for reasons beyond the control of City, including insufficient light or power failure at the site.

- K. The season of each respective Sport will be set forth in Exhibit 4.
- L. City prefers that Contractor seek out Virginia High School League (VHSL) certified officials when at all possible.
- M. Contractor agrees that the assigned officials shall be independent contractors and not employees of City.
- N. Contractor shall not assign or transfer any right or interest under this Agreement including, without limitation, the right to receive any payment without prior written approval from the Director of the Department of Parks and Recreation, and any such attempted assignment without prior written approval of City shall be null and void.

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**EXHIBIT 3  
TO  
SAMPLE CONTRACT  
FOR ADULT SPORTS OFFICIALS SERVICES  
Reference: ITB # 13-07-07**

**FEE SCHEDULE**

The City of Roanoke agrees to pay Contractor Officials Fee pursuant to the following schedule for each official who appears to officiate:

<b>Sport</b>	<b>League</b>	<b>Fee</b>	<b>Additional Fee</b>
Spring/Fall Softball	Men's Leagues	\$16.00 per official for 2 officials	-
Spring/Fall Softball	Non-Men Leagues	\$24.00 per official for 1 official	-
Flag Football	All Leagues	\$16.00 per official for 3 officials	\$24.00 per official for 2 officials
Basketball	All Leagues	\$16.00 per official for 3 officials	\$24.00 per official for 2 officials

**END**

**EXHIBIT 4  
TO  
SAMPLE CONTRACT  
FOR ADULT SPORTS OFFICIALS SERVICES  
Reference: ITB # 13-07-07**

**BID FORM COMPLETED BY CONTRACTOR  
DATED:**

**Form will be supplied after selection of Successful Bidder.**